

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

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HOLIDAY PROVISIONS

FOR

ELEVATOR CONSTRUCTOR

IN

ALAMEDA, ALPINE, AMADOR, BUTTE, CALAVERAS, COLUSA,
CONTRA COSTA, DEL NORTE, EL DORADO, FRESNO, GLENN,
HUMBOLDT, INYO, KINGS, LAKE, LASSEN, MADERA, MARIN,
MARIPOSA, MENDOCINO, MERCED, MODOC, MONO,
MONTEREY, NAPA, NEVADA, PLACER, PLUMAS, SACRAMENTO,
SAN BENITO, SAN FRANCISCO, SAN JOAQUIN, SAN MATEO,
SANTA CLARA, SANTA CRUZ, SHASTA, SIERRA, SISKIYOU,
SOLANO, SONOMA, STANISLAUS, SUTTER, TEHAMA, TRINITY,
TULARE, TUOLUMNE, YOLO AND YUBA COUNTIES

&

PORTIONS OF KERN, SAN BERNARDINO AND SAN LUIS OBISPO
NORTH OF THE TEHACHAPI LINE

62-K-1

STANDARD AGREEMENT

*July 9, 1997 to
July 8, 2002*

INTERNATIONAL UNION
— of —
ELEVATOR CONSTRUCTORS



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Div. of Labor Statistics & Research
Chief's Office

fined in Article X, Par. 3., after which the wage rate is to be seventy (70) per cent of the Elevator Constructor Mechanic's rate.

Par. 5. When four (4) or more men, including the Elevator Constructor Mechanic-in-Charge, are employed on new construction or modernization jobs, the Elevator Constructor Mechanic-in-Charge of the job shall have his hourly rate increased twelve and one-half (12-1/2) per cent for all hours worked.

Par. 6. The wage rate of a given Local shall continue as long as satisfactory to both parties, but no change in the wage rate shall be made more often than twelve (12) months.

Par. 7. The gross increases set out in this Article shall apply to all Elevator Constructor Mechanics and Elevator Constructor Helpers engaged in construction, repair, modernization, and contract service work, as defined and covered in this Agreement.

ARTICLE VI

Holidays

Par. 1. The following shall be designated as paid holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving

Day, and Christmas Day.

Par. 2. In addition, each local may retain established unpaid holidays already agreed upon by past procedure or observed by local building trades councils or declared by State or National Governments. Any new Federal holidays such as President's Day, Columbus Day, and Veterans' Day are not to be considered as paid or unpaid holidays unless previously celebrated by the parties to this Agreement.

Par. 3. To be eligible for a paid holiday, an employee must have been on the Employer's payroll within the calendar week, Sunday to Saturday inclusive, previous to the week in which the holiday occurs. "On the payroll" means that an employee must have performed actual work or have been on an authorized paid vacation. If an employee desires to extend his vacation beyond the earned paid vacation period, such extension of that time shall not be considered as "on the payroll."

Par. 4. The holiday provisions of this Article shall apply to all Elevator Constructor Mechanics and Elevator Constructor Helpers engaged in construction, repair, modernization and contract service work as defined and covered in this Agreement.

Par. 5. Eligible employees shall be paid for the regular work day and the paid holidays enumerated in Par. 1 at the regular straight time rate of the classification worked prior to the observance of the holiday. The rate of pay for all work performed on paid holidays shall be at two times (2X) the single time rate of pay in addition to the holiday pay. Any unpaid holidays observed as provided in Par. 2 shall be without pay, but if worked shall be at the specified overtime rate. No work except emergency work shall be performed on any holiday.

Par. 6. When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

Par. 7. An Employer shall not lay off or terminate an employee to circumvent holiday pay as provided herein.

Par. 8. Employees who work on a holiday that falls on a Saturday or Sunday and that holiday is observed on a Friday or Monday, respectively, shall be paid at the specified overtime rates for work performed on Saturdays or Sundays. (i.e.: If July 4th falls on Saturday it will be celebrated on Friday, July 3rd. Work performed on July 3rd will be double time (2X) and work performed on July 4th will be paid at the specified overtime rate.)

ARTICLE VII

Construction Work

Par. 1. Construction work is hereby defined as erecting and assembling of apparatus as enumerated in Article IV and Article IV(A) of this Agreement, except general repairs and modernization as defined in Article VIII and Article VIII(A). It is hereby agreed that all Construction Work as above defined shall be performed exclusively by Mechanics and Helpers.

Par. 2. It is agreed that the regular working day shall consist of eight (8) hours worked consecutively with an unpaid lunch period, between 6 A.M., and 5 P.M., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual Agreement as provided in Article XXVI.) If the general contractor shuts down operations on a day not recognized as a holiday under this Agreement, the company shall make every effort to place the affected employees on other work for that day.

Par. 3. Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Fri-